

Policy Document

Individual Funeral Benefit Funeral Sure and Funeral Plus

Hollard Group Risk Master Policy (Version 3)

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work with purpose ● live with freedom ● play with passion



Hollard.
group risk

Introducing your policy

We will pay the benefits set out in this policy for any *insured* who qualifies for the benefits on condition that:

- the *premium payer* pays the *premiums* set out in this policy, and
- the *policyholder* and *insureds* comply with the terms and conditions of this policy.

Key words used in this policy

- 'We', 'us' and 'our' refer to Hollard Life Assurance Company Limited
- 'You' and 'your' refer to the *policyholder* named in the policy schedule
- '*Policyholder*' refers to the owner of the policy named in the policy schedule.
- '*Premium payer*' refers to the person who has agreed to pay the monthly *premiums* to us and is named in the policy schedule
- '*Insured*' refers to the *policyholder and/or a spouse, child or parent* of the *policyholder* who meets the conditions for eligibility to be covered by this policy and who is listed on the policy schedule
- 'He', 'him' and 'his' refers to a male or female
- '*Material information*' refers to information that affects our decision to insure the *insured* on the terms and conditions in this policy.

The plural of these words is used where appropriate.

The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.

Words which refer to natural persons will also refer to legal persons.

Words defined in this policy appear in *italics*. For ease of reference, some definitions appear in the text in boxes. These terms have the same meaning throughout the policy. The glossary at the end of the document gives the full set of definitions..

ASISA jargon buster

The Association for Savings and Investment South Africa (ASISA) maintains a comprehensive jargon buster on its website, designed to make definitions and explanations contained in life insurance contracts and marketing material easier to understand. The jargon buster can be found in the Info centre section at www.asisa.org.za.

Plain language

You have the right to information in plain and understandable language as set out in the:

- Consumer Protection Act, 2008 (CPA); and
- General Code of Conduct for authorised Financial Services Providers and Representatives (Board Notice 80 as amended), to the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS)

This policy is written in plain English and special consideration was paid to:

- avoid uncertainty or confusion, and to not be misleading;
- clear and readable print size, spacing and format;
- context, comprehensiveness and consistency;
- organisation, form and style; and
- vocabulary, usage and sentence structure.

Summary of this policy

We will ensure that we:

- assess claims after receiving all the documents we ask for
- pay the benefits in terms of this policy

You must ensure that:

- the *premium* is paid in full and on time according to the *premium* set out in the policy schedule
- you give us all information that materially affects our risk
- you send us relevant and updated information about all the *insureds*.

Note: please read this policy for all conditions of your insurance with us and all responsibilities of the *parties*.

If you have any questions you can contact us during normal business hours on the numbers set out below:

Hollard Group Risk, a division of Hollard Life Assurance Company Limited
PO Box 87428
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-8010
Email: hgrcompliance@hollard.co.za

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A. Conditions for cover

1. Conditions for eligibility

Any person to be insured under this policy must:

- a. have completed an application form, or be a *spouse, child or parent* of the applicant;
- b. be within the age limits set out in the policy schedule;
- c. ordinarily reside in the *SADC region*, unless agreed to by us in writing; and
- d. be a citizen of the Republic of South Africa or have been given the necessary permission from the South African authorities to live and work in the Republic of South Africa.

<i>Spouse</i>	<p>A person who is the permanent life partner (whether in a heterosexual or homosexual partnership) or spouse or civil union partner of a <i>policyholder</i> in accordance with the Marriage Act, 68 of 1961, the Recognition of Customary Marriages Act, 68 of 1997 , or the Civil Union Act, 17 of 2006 , or the tenets of any Asiatic religion.</p> <p>A permanent life partner will be covered only from the date of receipt of written disclosure of the life partnership to us.</p> <p>A maximum of one <i>spouse</i> will be covered for benefits under this policy at any one time.</p>
<i>Child</i>	<p>Will mean an unmarried, financially dependent child of the <i>policyholder</i>, who has not yet attained the age of 21, and will include a posthumous child, a stepchild, a legally fostered child, an adopted child and a stillborn child following 28 weeks of pregnancy.</p> <p>The age may, at our discretion, be extended to 25 age attained, in respect of an unmarried child who is a full time student at a registered educational institution.</p> <p>Will also mean an unmarried, financially dependent child of the <i>policyholder</i> who is mentally disabled or permanently, totally physically disabled, whilst the <i>policyholder</i> is eligible for cover under this policy.</p>
<i>Parent</i>	<p>Includes the <i>parent</i> of the <i>policyholder</i> and/or <i>spouse</i> where the <i>policyholder</i> and/or <i>spouse</i> is a natural child, a stepchild, a legally fostered child or an adopted child of the parent.</p> <p>A maximum of four parents will be covered for benefits under this policy during the entire period of the <i>policyholder's</i> cover under this policy.</p>
<i>Insured</i>	<p>The <i>policyholder</i> and/or a <i>spouse, child or parent</i> of the <i>policyholder</i> who meets the conditions for eligibility to be covered by this policy and who is listed on the policy schedule.</p>

2. When cover starts

An *insured's* cover starts on his *entry date*, subject to our acceptance in writing and *premium* payment on the *premium debit date*.

<i>Entry date</i>	The date cover for an <i>insured</i> begins under this policy.
<i>Premium debit date</i>	The date in each month on which we will debit the <i>premium payer's</i> bank account. This date is set out in the policy schedule.

3. Temporary absence from the SADC region

3.1 Conditions for continuing cover while temporarily absent

We will continue to cover an *insured* if he temporarily leaves the *SADC region* for any reason, but only if both of the following conditions are met:

- a. **Shorter than 12 months.** The absence is not longer than 12 months. We may agree to extend the 12 month limit if requested to do so in writing by the *insured*. If we do agree to extend the period, we will inform the *insured* of our terms and conditions. Cover ends when the *insured* is absent from the SADC region for longer than the 12 month limit or any extended period agreed to by us in writing.
- b. **Continuous premium payments.** During the temporary absence, the *premium payer* continues to pay *premiums*.

SADC region

The Southern African Development Community comprising Angola, Botswana, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, the Republic of South Africa, Swaziland, Tanzania, Zambia and Zimbabwe.

B. Funeral benefit

1. Funeral benefit

1.1 Basic benefit

If an *insured* dies during the period of cover, we will pay the benefit as set out in the policy schedule, as a lump sum.

1.2 Conditions for the spouse's benefit

- a. If we have paid a benefit for a *spouse*, the *policyholder* may add another *spouse* but only if the date that the new *spouse* meets the definition of *spouse*, is after the date of death of the previous *spouse*.
- b. The *policyholder* must tell us within three months of the date that the new *spouse* meets the definition of *spouse*.

2. Exclusions – when we will not pay the benefit

2.1 Criminal activity

We will not pay a funeral benefit claim if the *insured's* death is directly or indirectly caused by the *insured* committing a crime.

2.2 Insured's actions cause death

We will not pay a funeral benefit claim if the *insured's* death is directly or indirectly caused by any of the following:

Warlike activities

- a. Nuclear, biological and chemical warfare or sabotage.
- b. The *insured* actively taking part in:
 - any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
 - overthrowing or influencing any government by force or *terrorism*.

<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Self-inflicted death

The *insured*:

- deliberately or negligently exposing himself to the risks and events that led to the claim, except where the *insured* attempts to save a human life;
- attempting suicide or deliberately inflicting injury on himself within 24 months of his *entry date*;
- refusing to seek or follow reasonable medical advice or treatment;
- driving when over the legal alcohol limit;
- taking drugs or poison; or

- taking medication unless a qualified medical practitioner prescribes them.

2.3 The insured dies during the waiting period

We will not pay a funeral benefit claim for any *insured* if his death was caused by an illness, and a waiting period as set out in the policy schedule is applicable to the *insured*.

3. Claims

3.1 How to claim the funeral benefit

When the *claimant* wants to claim the funeral benefit for an *insured* he must:

- tell us of the death in writing within six months** from the date of death. We will tell him what evidence and other documents we need to process the claim; and
- send us the evidence and other documents we need within nine months** from the date of death. We typically need the following documents (but these may not be all):
 - an original signed claim form
 - an original certified copy of the *policyholder's* identity document
 - an original certified copy of the *claimant's* identity document
 - an original certified copy of the *insured's* death certificate
 - an original certified copy of the *insured's* identity document (or birth certificate if the *insured* is a *child*)
 - a copy of the completed BI 1663 report
 - proof of banking details
 - if applicable, a copy of the relevant Police report

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

- send us any additional information we may ask for within three months** from the day that we ask for the information.

3.2 If the claim process is not followed

If the steps above are not followed, and/or the claimant does not send us the information we ask for within the time period given above, it will cause a delay in the assessment of your claim.

3.3 If we do not accept the claim

If we do not accept the claim, the *claimant* may ask us to review our decision **see: Section F – Dispute resolution**. We will review our decision only if he:

- sends us further evidence and argument within 90 days of the date that he receives our rejection letter; and
- covers all costs of the review.

<i>Claimant</i>	Is the person who is claiming the death benefit in respect of the <i>insured</i> .
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4. Payment of the benefit

4.1 Beneficiary nomination

You must nominate a beneficiary to receive the *policyholder's* funeral benefits in the event of the death of the *policyholder*.

You may nominate only one beneficiary at any one time. If the beneficiary is under the age of 18, you must tell us who the legal guardian is.

You may withdraw the nomination at any time. The change or withdrawal of the nomination shall not be binding on us unless you have told us in writing.

4.2 Who we will pay

We will pay the funeral benefit of the *policyholder's spouse, children or parents* as a lump sum to the *policyholder*.

We will pay the funeral benefit of the *policyholder* as a lump sum to the nominated beneficiary.

If the nominated beneficiary is under the age of 18, we will pay the funeral benefit to the legal guardian or the trust as indicated by the *policyholder*.

If the *policyholder* dies without nominating a beneficiary, or the nominated beneficiary cannot be located within 12 months from the date of death, the *policyholder's* benefit will be paid to the surviving *spouse*. If there is no surviving *spouse*, the *policyholder's* benefit will be paid to the *policyholder's* estate.

Nominations in a will or any other testamentary instrument that the *policyholder* agreed to, shall not affect or invalidate any existing beneficiary nomination that we have recorded.

4.3 When we will pay

We will pay as soon as we have accepted the claim.

4.4 How we calculate interest

- a. The benefit will not attract any interest for the first six months from the date that we accepted the claim.
- b. An unclaimed benefit **see: Section B, nr. 4.5 – If we cannot make payment**, will attract interest as set out below:

After six months from the date that we accepted the claim or the end of the waiting period, we will calculate interest on a monthly basis at a rate of:

- The Standard Bank of South Africa money market interest rate that is applicable during the period that the benefit remains unclaimed;
- less our administration fee.

4.5 If we cannot make payment

In terms of the ASISA Standard on Unclaimed Assets (as amended), it is your responsibility to ensure that the contact details of the *policyholder*, the *spouse* and the nominated beneficiary are correct.

If anything prevents us from making payment within six months from the date that we accepted a claim, the benefit is referred to as an unclaimed benefit.

We will keep the claim open until we have obtained the outstanding information that will enable us to pay the claim.

- a. If anything prevents us from making payment to the *policyholder*, the nominated beneficiary or the *spouse* (as applicable) within six months from the date that we accepted the claim, will take the following steps to trace the *policyholder*, the nominated beneficiary or the *spouse* (as applicable):
 - We will attempt to contact the *policyholder*, the nominated beneficiary or the *spouse* (as applicable), to tell them of the available benefit.
 - If we cannot reach the *policyholder*, the nominated beneficiary or the *spouse* (as applicable), we will compare our internal database with an external database, and/or make use of an external tracing company.
 - We will repeat the tracing process after three years from the date that we accepted the claim, and again after ten years from the date that we accepted the claim.
 - If after ten years from the date that we accepted the claim we are still unable to trace the *policyholder*, the nominated beneficiary or the *spouse* (as applicable), we will not repeat the tracing process.
 - We will deduct administrative, tracing and management fees that we incur as a result of the tracing, from the value of the claim.
 - We will not trace the *policyholder*, the nominated beneficiary or the *spouse* (as applicable), where the value is less than R1,000.00.

5. Continuing cover for surviving insureds

5.1 Basic benefit

We will allow cover to continue for the surviving *insureds* when the *policyholder* dies.

Cover does not continue automatically, the *spouse* must choose this benefit.

If the *spouse* chooses this benefit, this policy will end and a new policy will be issued to the *spouse*.

5.2 Conditions for continuing cover

- a. The *spouse* must apply for this benefit in writing within one month of the *policyholder's* death.
- b. The *spouse* may be older than the maximum entry age at the time that he applies for this benefit, but may not be younger than 18 years old.
- c. If the *spouse* has been covered under this policy for more than 12 consecutive months, no *waiting period* will apply.
- d. If the *spouse* has been covered under this policy for less than 12 consecutive months, the *waiting period* will apply.
- e. The *spouse* or *premium payer* must continue paying the premiums on the policy.

5.3 The new policy

The *spouse* understands that:

- the new policy will be issued to the *spouse* and the *spouse* will become the *policyholder*;
- the new policy may have additional or different terms, conditions and exclusions than those of this policy, where this is required by legislation in force at the time of issuing the new policy;
- all surviving *insureds* will be covered under the new policy; and

- the *premium* for the new policy will be equal to the premium for this policy as at the time of the *policyholder's* death, and will thereafter be increased in line with the new policy's terms and conditions.

5.4 When this benefit is not available

This benefit is not available when the *spouse* and the *policyholder* die at the same time. All benefits for surviving *insureds* will end.

6. When cover for an insured ends

Cover for the *policyholder* ends when any of the following occurs:

- any conditions for eligibility are no longer met;
- *premiums* are not paid;
- the *policyholder* ends this policy;
- the *policyholder* dies;
- the *policyholder* remains outside the *SADC region* for more than 12 months (or any extended period agreed to by us in writing).

Cover for an *insured* other than the *policyholder* ends when any of the following occurs:

- any conditions for eligibility are no longer met;
- the *policyholder's* cover under this policy ends;
- the *policyholder* dies, unless the *spouse* chooses to continue cover under a new policy;
- the *insured* other than the *policyholder* remains outside the *SADC region* for more than 12 months (or any extended period agreed to by us in writing);
- the *insured* other than the *policyholder* dies;
- the *child* reaches the *maximum cover age*;
- the *spouse* no longer meets the definition of *spouse* (if the *insured* is a *spouse*); or
- when all benefits for all *insureds* under this policy have been paid.

Maximum cover age

The last day of the month in which the *insured* turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an *insured* ends.

C. Premiums

1. Your monthly premium

What you must pay

The *premium payer* must pay the *premium* as set out in the policy schedule. If the *policyholder* is not the *premium payer* and the *premium payer* stops paying the *premiums* the *policyholder* must pay the *premiums* for cover to continue

<i>Premium</i>	The <i>premium</i> due as set out in the policy schedule.
<i>Premium payer</i>	The <i>person</i> who has agreed to pay the monthly <i>premiums</i> to us and is named in the policy schedule.

When you must pay

The *premium* is due by the first day of the month that the *premium* relates to, but we will collect the *premium* on the *premium debit date*.

If the *premium debit date* falls on a weekend or public holiday, your bank account will be debited on the first working day before or after the weekend or public holiday.

If any debit order instruction is rejected because there are insufficient funds in your bank account, then we may debit the bank account on a later date.

<i>Premium debit date</i>	The date in each month on which we will debit the <i>premium payer's</i> bank account. This date is set out in the policy schedule.
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Overdue premiums

- a. We will tell you in writing of any non-payment of *premium*.
- b. We will allow a one month grace period (from the date that the premium was due) for you to pay your premium. This grace period does not apply to the payment of first premium.
- c. If you do not pay the outstanding *premium* within the grace period, cover will end on the last day of the month for which a *premium* was received. This policy will then automatically end, unless you agree in writing to any terms of reinstatement we may offer. We are not obliged to offer terms for reinstatement or to reinstate your policy.
- d. We will honour any claim that arises during the grace period and is a valid claim. The unpaid premium will be deducted from any amount paid out.

2. Premium guarantee

Your *premium* is guaranteed for the period shown in the policy schedule.

2.1 Only applies when information is complete and correct

The *premium* guarantee does not apply if we have received incorrect or incomplete information that materially affects our risk.

We base our decision to insure the *insured* on the information you give to us, either directly or through your *intermediary*. If any of this information is incomplete or incorrect, our decision will have been based on incomplete or incorrect information and, if we had known the complete and correct information when you applied for the policy, we may not have agreed to cover the *insured* for the amount set out in the policy schedule. We are entitled to decline your application or to end the policy.

It is your responsibility to ensure that all *material information* we receive is complete and correct.

<i>Material information</i>	Information that affects our decision to insure the <i>insured</i> on the terms and conditions in this policy.
<i>Intermediary</i>	The person or entity you appoint to carry out any of your duties under this policy on your behalf. The person or entity is set out in the policy schedule.

3. When premiums may change

3.1 Yearly premium review

We will review your *premium* every year on the *policy review date* set out in the policy schedule. We will advise you within one month of the *policy review date* of the revised *premium*.

You must pay the revised *premium* from the *policy review date*.

<i>Policy review date</i>	The date on which we will review your <i>premium</i> every year. The date is set out in the policy schedule.
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D. Your responsibilities

1. Information on eligible insureds

You must give us all the information about each *insured* on the application form.

The information about the *policyholder* must include:

- beneficiary nomination for the *policyholder*;
- *premium payer* and debit order details;
- address details; and
- contact details.

The information about each *insured* (including the *policyholder*) must include:

- full name;
- identity number;
- date of birth;
- gender;
- relationship to the *policyholder*; and
- all other *material information*.

If you want to add new *insureds*, you must tell us within one month of the date that you receive the policy, or within three months of the date of:

- a *child's* date of birth or date of adoption if you want to add a *child*;
- the date that a person meets the definition of *spouse* if you want to add a *spouse*; and/or
- the date that a person meets the definition of *spouse*, if you want to add a *parent* of the *spouse*.

We will cover the new *insured* with effect from the 1st of the month following your request to us.

If you want to remove an *insured* we will remove the *insured* with effect from the 1st of the month following your request to us.

If we do not receive the details of these changes, we will use the last information we received. This means that potential *insureds* may not be covered.

E. Ending this policy

1. When this policy ends

The policy ends when:

- a. you do not pay the *premiums* due under this policy; and/or
- b. the notice period for cancelling this policy comes to an end.

2. Cancelling this policy

2.1 When we may cancel

We may cancel this policy by giving you one month's written notice.

2.2 When you may cancel

You may cancel this policy by giving us:

- immediate notice, in writing, if it is within the first month from the *policy start date*
- one month's written notice after the end of the first month from the *policy start date*.

At the end of the notice period, the policy will automatically end. If you wish to reinstate the policy, you must agree in writing to any terms of reinstatement we may offer. We are not obliged to offer terms for reinstatement or to reinstate the policy.

2.3 Premiums paid after cancellation

If you pay us any *premium* for any period of insurance after the date that this policy ends, we will refund the *premiums* to you.

<i>Policy start date</i>	The date cover for the <i>policyholder</i> begins under this policy. The date is set out in the policy schedule.
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2.4 Cooling off period

In the case where no benefit has been paid or no insured event has yet occurred, you may within one month of receiving either the policy wording or a summary of the policy wording, request us in writing to cancel this policy and we will refund any premiums paid, less the deduction of costs for any cover provided for risk benefits.

F. Dispute resolution

If we do not accept a claim made in terms of this policy, void this policy or if the *claimant* disputes the amount of the claim, the *claimant* may request us to review our decision. We will only review our decision if he sends us a written request to review within 90 days (the “representation period”) of the date that he receives our rejection letter.

He must send the written request to:

Hollard Group Risk Compliance
Hollard Life Assurance Company Limited
PO Box 87428
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-3221
Email: hgrcompliance@hollard.co.za

Alternatively, he may contact:

The Ombudsman for Long-term Insurance
Private Bag X45
Claremont
7735

Tel: +27 (21) 657-5000
Fax: +27 (21) 674-0951
Email: info@ombud.co.za

If the dispute is not satisfactorily resolved in this manner, he may institute legal action against us for the enforcement of the claim, by way of the service of summons against us. Summons must be served on us within 180 days of the expiry of the representation period. If this is not done, the claim against us will be forfeited and will become time barred and we will no longer be liable for the claim.

G. General Conditions

1. Good faith

You and us will always act in good faith in our mutual dealings.

Any administration error made by us will not invalidate the cover validly in force or continue cover which is not validly in force.

Conditions precedent

All benefit payments are subject to the verification of the validity of any claim.

Our liability in terms of this policy is conditional on you, the *insured* or anyone acting on your or the *insured's* behalf, complying with all the terms, conditions and warranties of this policy.

2. Whole contract

This policy, the policy schedule and any endorsements, as well as any forms, declarations and communication relating to this policy, make up the whole contract between you and us. We are not bound by any changes unless we have agreed to them in writing and have incorporated them into this policy by means of an endorsement and/or a policy schedule.

3. Changes to policy conditions

We may change the terms and conditions of this policy at any time by giving you three months' written notice, provided that any change will not affect the extent of cover already provided and in force in terms of this policy.

If any statutory authority introduces measures which affect this policy or if legislation changes, we will make the necessary changes to this policy, after notifying you about the reason for the changes.

If you consider any change to be prejudicial to you, you may end this policy, subject to the relevant provisions contained in the policy.

4. No waiver

If we agree to change the terms and conditions of this policy, the changes will not be valid unless they are made in writing and signed by us.

If we agree to change any deadlines or requirements on an ad hoc basis, it does not mean that we have agreed generally or in all cases to change the deadlines or requirements.

5. Our liability does not exceed the benefit

Our payment of any benefit is a full discharge of our obligations under this policy in respect of an admitted claim and once we have paid it, we will not be liable for anything else. Our liability does not exceed the benefit for which you have paid *premiums* and no interest will be payable on any benefit.

6. Limitation of benefits

In the event that an *insured* is covered under more than one funeral policy issued by us and the *insured* qualifies for more than one funeral benefit, we will limit the total claim amount that we will pay, to a maximum benefit as follows:

- R50,000 (fifty thousand Rand) if the *insured* is 18 years or older;
- R30,000 (thirty thousand Rand) if the *insured* is over the age of 6 years and under the age of 18 years;
- R10,000 (ten thousand Rand) if the *insured* is under the age of 6 years.

We may increase the maximum total benefit amounts above from time to time, or when legislation changes.

If we limit the total claim amount to the maximums above, we will refund the premiums we received for any cover we did not provide.

7. Fraud

We do not tolerate any misrepresentation or fraud.

We will not accept any liability under this policy because you or the *insured* (or any person acting for you or the *insured*) misrepresent/s any information about the *insured* or make/s a fraudulent claim. If we are prejudiced or suffer a loss because of misrepresentation or fraud, then we will be entitled to:

- not pay any further benefit for the *insured*;
- recover any benefit paid;
- end the policy;
- retain *premiums* paid; and/or
- take legal action.

8. No transfer and exercise of rights

You may not transfer (including cede, assign or dispose of) this policy or any of the benefits payable under this policy to any other person.

Only you can exercise any rights against us in terms of this policy unless the provisions of a particular benefit state otherwise.

9. Communicating with each other

The *parties* must communicate with each other in writing. The *parties* may use registered post, e-mail or fax.

For any formal notices or processes of law, the *parties* must use the addresses set out in the policy schedule, which are the addresses at which the *parties* agree to be served any notices or processes (*domicilium citandi et executandi*). The *parties* must tell each other, in writing, within seven days of any change in these addresses.

We will communicate with you, the *administrator*, the *intermediary* or the *insured* and such communications will be treated as if we had communicated directly with you.

10. Currency

Premiums and benefits payable under this policy must be paid in South African Rands only.

11. Law

The policy shall be governed by and interpreted in accordance with South African Law in the courts of the Republic of South Africa.

12. Consent to disclosure of private information

Each *insured*, by virtue of being insured under this policy, authorises us to access any information about him and to obtain any such information, which we may reasonably need to:

- assess the validity of a claim; and/or
- trace him in the event of an unclaimed benefit **see: Section B, nr. 4.5 – If we cannot make payment;**

and authorises any person and/or institution from whom we may request such access and information to grant access and provide the information.

Each *insured*, by virtue of being insured under this policy, also authorises us to share and provide any information which we obtain about him, with other insurers.

This right of access extends to claims made by any dependants or beneficiaries of the *insured* or any other party claiming benefits. Any medical information required will only relate to that of the *insured* and no other person.

The information which we are authorised to access and obtain includes, but is not limited, to information about the *insured's* health.

You must advise each *insured* of the contents of this clause. Unless we receive written notice to the contrary, we will assume that each *insured* has accepted the contents of this clause and we will be entitled to act accordingly.

H. Glossary of defined terms

<i>Administrator</i>	TD Administrative Services (Pty) Ltd, (registration number 2014/090534/07), a company duly registered in accordance with the company laws of South Africa and a licensed financial services provider (FSP number 7379). This is the entity we appointed to carry out any administrative duties under this policy on our behalf.
<i>Child</i>	<p>Will mean an unmarried, financially dependent child of the <i>policyholder</i>, who has not yet attained the age of 21, and will include a posthumous child, a stepchild, a legally fostered child, an adopted child and a stillborn child following 28 weeks of pregnancy.</p> <p>The age may, at our discretion, be extended to 25 age attained, in respect of an unmarried child who is a full time student at a registered educational institution.</p> <p>Will also mean an unmarried, financially dependent child of the <i>policyholder</i> who is mentally disabled or permanently, totally physically disabled, whilst the <i>policyholder</i> is eligible for cover under this policy.</p>
<i>Claimant</i>	Is the person who is claiming the funeral benefit in respect of the <i>insured</i> .
<i>Entry date</i>	The date cover for an <i>insured</i> begins under this policy.
<i>Insured</i>	A <i>policyholder</i> and/or a <i>spouse</i> , <i>child</i> or <i>parent</i> of the <i>policyholder</i> who meets the conditions for eligibility to be covered by this policy and who is listed on the policy schedule.
<i>Insurer</i>	Hollard Life Assurance Company Limited (registration number 1993/001405/06), a company duly registered in accordance with the company laws of South Africa and a licensed financial services provider (FSP number 17697)
<i>Intermediary</i>	The person or entity you appoint to carry out any of your duties under this policy on your behalf. The person or entity is set out in the policy schedule.
<i>Labour disturbance</i>	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
<i>Material information</i>	Information that affects our decision to insure the <i>insured</i> on the terms and conditions in this policy.
<i>Maximum cover age</i>	The last day of the month in which the <i>insured</i> turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an <i>insured</i> ends.

Section H: Glossary of defined terms

<i>Parent</i>	<p>Includes the <i>parent</i> of the <i>policyholder</i> and/or <i>spouse</i> where the <i>policyholder</i> and/or <i>spouse</i> is a natural child, a stepchild, a legally fostered child or an adopted child of the <i>parent</i>.</p> <p>A maximum of four <i>parents</i> will be covered for benefits under this policy during the entire period of the <i>policyholder's</i> cover under this policy.</p>
<i>Parties</i>	Collectively refers to <i>the insurer</i> , the <i>administrator</i> , the <i>intermediary</i> , the <i>policyholder</i> and the <i>insureds</i> .
<i>Policyholder</i>	The owner of the policy named in the policy schedule.
<i>Policy review date</i>	The date on which we will review your <i>premium</i> every year. The date is set out in the policy schedule.
<i>Policy start date</i>	The date cover for the <i>policyholder</i> begins under this policy. The date is set out in the policy schedule.
<i>Pre-existing condition</i>	Refers to a medical condition or disability which existed at any time before an <i>insured's entry date</i> .
<i>Premium debit date</i>	The date in each month on which we will debit the <i>premium payer's</i> bank account.
<i>Premium payer</i>	<i>The person</i> who has agreed to pay the monthly <i>premiums</i> to us and is named in the policy schedule.
<i>Premium</i>	The <i>premium</i> due as set out in the policy schedule.
<i>SADC region</i>	The Southern African Development Community comprising Angola, Botswana, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, the Republic of South Africa, Swaziland, Tanzania, Zambia and Zimbabwe.
<i>Spouse</i>	<p>A person who is the permanent life partner (whether in a heterosexual or homosexual partnership) or spouse or civil union partner of a <i>policyholder</i> in accordance with the Marriage Act, 68 of 1961, the Recognition of Customary Marriages Act, 68 of 1997 , or the Civil Union Act, 17 of 2006 , or the tenets of any Asiatic religion.</p> <p>A permanent life partner will be covered only from the date of receipt of written disclosure of the life partnership to us.</p> <p>A maximum of one <i>spouse</i> will be covered for benefits under this policy at any one time.</p>
<i>Terrorism</i>	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Additional information

This section does not form part of the policy and is provided for information purposes only.

All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf.

You must not sign any incomplete or blank documents. No person may request or insist that you do so.

We have appointed TD Administrative Services (Pty) Ltd (TDAS) to handle claims and policy administration. TDAS's FSP reference number is 7379. TDAS has Professional Indemnity cover in force.

For all claims and administration matters, please contact:

Postal address

TD Administrative Services (Pty) Ltd
PO Box 1468
Bromhof
2154

Physical address

TD Administrative Services (Pty) Ltd
3 Hamerkop Road
Randpark Ridge Ext 5
Randburg

Tel: +27 (86) 111-2348
Fax: +27 (86) 540-5694
Email: claims@tdas.co.za

If you have a complaint about this policy

First try and resolve it with Hollard Group Risk, by writing to:

Hollard Group Risk Compliance
A division of Hollard Life Assurance Company Limited
PO Box 87428
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-3221
Email: hgrcompliance@hollard.co.za

If you feel that the policy or the manner in which the policy was sold does not meet legal requirements, or if you are not happy about the advice received, please write to:

The Compliance Officer
Hollard Life Assurance Company Limited
PO Box 87428
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-5001
Email: compliance@hollard.co.za

If the matter is not resolved to your satisfaction by Hollard, you may submit the complaint to:

The Ombudsman for Long-term Insurance
Private Bag X45
Claremont
7735

Tel: +27 (21) 657-5000
Fax: +27 (21) 674-0951
Email: info@ombud.co.za